

Exhibit B

Proposed Document Requests, Interrogatories and Rule 30(b)(6) Topics

DOCUMENT REQUESTS

1. All written agreements of any kind between You and Celsius, and all ancillary documents.
2. All Documents and Communications concerning historical transfers of cash or crypto currency between You and Celsius.
3. All Documents and Communications concerning projections of future transfers of cash or crypto currency between You and Celsius
4. All Documents and Communications concerning Your ability or inability to make future payments to Celsius in connection with any loan agreement between You and Celsius.
5. All Documents and Communications concerning a default by You or by Celsius under terms of any loan agreements between You and Celsius.
6. All Documents and Communications concerning any agreement between you and Celsius or any Celsius executive concerning the collateral Celsius pledged to You under your original loan agreements.
7. All Documents and Communications concerning the reasons why Celsius sought to enter into any loan agreement with you.
8. All Documents and Communications concerning any payment plan or other schedule of payments between You and Celsius.
9. All Documents and Communications concerning Celsius' requests for the return of collateral pledged under any loan agreement between You and Celsius.
10. All Documents and Communications concerning Your ability or inability to return Celsius's collateral in connection with any loan agreement between You and Celsius.
11. All Documents and Communications concerning Your use, disposition, allocation, deployment, pledge, or transfer of any assets pledged or provided to You by Celsius.

INTERROGATORIES

1. Identify all assets that Celsius has ever pledged or provided as collateral to You in connection with any loan agreement between You and Celsius, including
 - a. a description of the amount and nature of such assets at the time they were pledged or provided to You;
 - b. as to each asset identified, a description of the amount of such asset that remains in Your possession, custody or control; and
 - c. to the extent any asset pledged or provided to You by Celsius is no longer in Your possession, custody or control, a description of how such asset was used, disposed, allocated, deployed, pledged, or transferred.
2. Identify all written or verbal agreements, of any kind, between You and Celsius.
3. Identify the manner in which You were introduced to Celsius and the information You gathered about Celsius prior to concluding any loan agreements with Celsius.
4. Identify all individuals involved in negotiating any loan agreement between You and Celsius, including, for each such individual:
 - a. That individual's position with You; and
 - b. That individual's role in negotiating the loan agreement with Celsius.
5. Identify all reasons for Your default and/or inability timely to pay any outstanding balance in connection with any loan agreement with Celsius.
6. Identify all actions You took to avoid defaulting on any loan agreement with Celsius, including, without limitation, any actions You took to enhance your ability to pay any outstanding loan balance.

TOPICS FOR 30(B)(6) DEPOSITION

1. All assets that Celsius pledged or provided as collateral to You in connection with any loan agreement between You and Celsius.
2. All written agreements of any kind between You and Celsius.
3. How You identified and/or approved Celsius for a potential business lending relationship.
4. All historical transfers of cash or crypto currency between You and Celsius.
5. All projections of future transfers of cash or crypto currency between You and Celsius.
6. Your ability to make future payments to Celsius in connection with any loan agreement between You and Celsius.
7. The reasons why Celsius sought to enter into any loan agreements with You.
8. Any payment plan or other schedule of payments between You and Celsius.
9. Your inability to return Celsius's collateral in connection with any loan agreement between You and Celsius.
10. Your use, disposition, allocation, deployment, pledge, provision or transfer of any assets pledged or provided to You by Celsius.
11. Your answers to any of the above Interrogatories.
12. Any documents produced in response to the above Document Requests.